

# **EXHIBIT 11**

## **DECLARATION OF JENNIFER KIRCHER**

**DECLARATION OF JENNIFER KIRCHER  
PURSUANT TO 28 U.S.C. § 1746**

I, Jennifer Kircher, have personal knowledge of the facts below and am competent to testify about them:

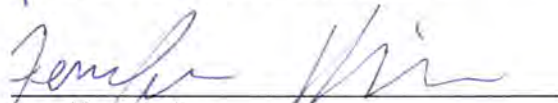
1. I am over 18 years old. I am a resident of Saint Cloud, Minnesota.
2. On or around September 11, 2018, I googled payday loans and found Green Stream Lending. I applied for a \$200 loan with them.
3. Shortly after submitting my application online, a Green Stream representative named Autumn sent me an email from [greenstreamlendinga@gmail.com](mailto:greenstreamlendinga@gmail.com) notifying me that she was processing my application. Autumn told me that she needed to verify my bank account information and asked me to send her a blank voided check. She also gave me an option to call her at (888) 296-7226, extension 80208. I emailed her a check right away. In response, Autumn emailed me again. This time she said she needed to verify my employment, so she asked that I provide my employer's name, address, and phone number. Again, I responded to Autumn with this information right away.
4. A few hours later Autumn sent me a loan approval email saying that I was approved for a \$200 loan. The email stated that I could pay the loan off at once by calling Green Stream or I could pay over time. That email (or any of the other emails from Autumn) did not explain any other the terms of the loan, such as the amount of finance charge, interest rate, or total number of payments. The email contained a link to a website [gslogin.com](http://gslogin.com), and I was instructed to go to that website to sign electronically the loan agreement. Attached to my declaration as **Attachment A** is a true and correct copy of that email (with my personal information redacted).

5. Green Stream never gave me any disclosures in writing about the terms of the loan before I entered into the loan. Also, they never gave me a copy in writing of my signed loan agreement or authorization to debit my bank account. And no one ever explained that my loan would automatically renew.
6. On or about September 12, 2018, Green Stream deposited \$200 into my bank account. On or about September 28, 2018, Green Stream withdrew the first payment of \$93.35. Following that, Green Stream withdrew \$92.76 from my account about every fourteen days for the next three months. These withdrawals occurred on or about September 28, October 12 and 26, November 9 and 23, and December 7, 2018. In all, Green Stream made six withdrawals totaling \$557.15. Attached to my declaration as **Attachment B** is a true and correct copy of a print out from my bank account (with my personal information redacted) showing the Green Stream transactions.
7. In or around November 2018, I wanted to pay off my loan. I tried logging on to my Green Stream account to see how much more I owed and how much longer I had to pay, but I was unable to log on. I called Green Stream at (888) 296-7226 several times. Usually no one would answer, and I would leave a voicemail message. Occasionally, however, someone would answer and, after hearing my inquiry for general account information, place me on hold for a long period or the call was disconnected. No one from Green Stream returned my messages or disconnected calls.
8. On or about December 15, 2018, and again on or about December 18, 2018, I emailed Green Stream at [CustomerService@GreenStreamLending.com](mailto:CustomerService@GreenStreamLending.com) about my account access. No one from Green Stream replied with information to help me access my account.

9. By this point, I had paid over \$550 for a \$200 loan, and I felt that my loan should have been paid off. Since I could not get in touch with anyone from Green Stream to clarify where I stood with my loan, on or about December 18, 2018, I filed a complaint with the Better Business Bureau. On or about December 19, 2018, I contacted my bank and issued a stop payment order concerning future withdrawal attempts by Green Stream.
10. I have not received a refund from Green Stream.

Pursuant to 28 U.S.C. § 1746, I declare under penalty of perjury that the foregoing is true and correct.

Executed this 12 day of February, 2020 in Saint Cloud, Minnesota.

  
\_\_\_\_\_  
Jennifer Kircher

# **ATTACHMENT A**

**From:** [REDACTED]  
**Subject:** Fw: VERIFICATION NEEDED 1850  
**Date:** Monday, December 2, 2019 1:38:44 AM

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----- Forwarded Message -----

**From:** GREEN STREAM <greenstreamlendinga@gmail.com>  
**To:** Jennifer Kircher [REDACTED]  
**Sent:** Tuesday, September 11, 2018, 11:49:39 AM CDT  
**Subject:** Re: VERIFICATION NEEDED 1850

Hi this is AUTUMN from Green Stream Lending!  
CONGRATULATIONS! Your loan has been approved for the amount of \$200!

You do have 3 different pay back options:

**PAYOFF:** Payback all of the loan amount along with the financial fee, for that you would have to let us know 3 days in advance that that is what you'd like to do, otherwise the only thing we would debit from your account is the financial fee.

**EXTENSION:** You pay only the financial fee, when you do this you're basically just extending yourself to your next due date but please keep in mind paying the financial fee does not go towards paying your loan amount.

**BUY DOWN:** Pay the financial fee along with anything extra you'd like to go towards your actual loan amount, anything as little as \$5.00 and keep in mind when you are paying towards your loan your financial fee does go down with it because it is 45% of what you owe

If you'd like to sign for this loan here are the steps:

[WWW.GSLLOGIN.COM](http://WWW.GSLLOGIN.COM)

INSTRUCTIONS FOR ANDROID CELL PHONES

GO TO GOOGLE CHROME CLICK ON THE THREE DOTS ON THE SEARCH SECTION.

CLICK ON SETTINGS



CLICK ON ACCESSIBILITY

CLICK ON TEXT SCALING

SCROLL DOWN TO 50%.

LOGIN

EMAIL: ALL CAPITAL LETTERS

PASSWORD: FIRST NAME ONLY, ALL LOWER CASE LETTERS !

CLICK LOGIN .

-CLICK THE \$ SIGN

-SCROLL DOWN UNTIL YOU SEE MILITARY DISCLOSURES,  
CHOOSE WHICH ONE APPLIES TO YOU.

-CHECK THE BOX AGREEING TO TERMS AND CONDITIONS OF THE  
LOAN.

-TYPE YOUR FIRST AND LAST NAME IN THE 2 BLUE BOXES.

-CLICK I ACCEPT !

On Tue, Sep 11, 2018 at 8:55 AM, Jennifer Kircher [REDACTED] > wrote:

CentraCare Health

[REDACTED], Melrose, MN 56352

320 256 4231

Environmental Service Department

On Tue, 9/11/18, GREEN STREAM <[greenstreamlendinga@gmail.com](mailto:greenstreamlendinga@gmail.com)> wrote:

Subject: Re: VERIFICATION NEEDED 1850

To: "Jennifer Kircher" [REDACTED] >

Date: Tuesday, September 11, 2018, 10:52 AM

I am processing

your application and i have to verify employment. So can you  
provide me with the address,phone number and department you  
work for please?

Thank

you,

Autumn888-296-7226 ex

80208

On Tue, Sep 11, 2018 at  
8:46 AM, Jennifer Kircher [REDACTED] >  
wrote:  
Blank  
voided check attached

-----  
On Tue, 9/11/18, GREEN STREAM <[greenstreamlendinga@gmail.com](mailto:greenstreamlendinga@gmail.com)>  
> wrote:

Subject: VERIFICATION NEEDED 1850

To: [REDACTED]

Date: Tuesday, September 11, 2018, 10:29 AM

I am processing your application

and i need to verify your account  
number. Can you send me a

blank voided check or give me a call at 888-296-7226 ex

80208

THANK

YOU,

AUTUMN



# **ATTACHMENT B**

11:53 43%  
 To view additional details or check image, click on the  
 transaction description. Click on the Filters Button for  
 transaction search.

Menu Account Details

< FREE CHECKING  
 Current Balance



<input type="text" value="Green stream"/> <span>×</span> <span>≡</span> <span>i</span>		
DEC 7 2018	Withdrawal ACH GREEN STREAM LEN/TYPE:	- \$92.76
NOV 23 2018	Withdrawal ACH GREEN STREAM LEN/TYPE:	- \$92.76
NOV 9 2018	Withdrawal ACH GREEN STREAM LEN/TYPE:	- \$92.76
OCT 26 2018	Withdrawal ACH GREEN STREAM LEN/TYPE:	- \$92.76
OCT 12 2018	Withdrawal ACH GREEN STREAM LEN/TYPE:	- \$92.76
SEP 28 2018	Withdrawal ACH GREEN STREAM LEN/TYPE:	- \$93.35
SEP 12 2018	Deposit ACH GREEN STREAM LEN/TYPE: 8882967226 CO:	+ \$200.00

**Page totals:** Credits: [1] **\$200.00** Debits: [6] - **\$557.45**

# **EXHIBIT 12**

## **DECLARATION OF JILLIAN DECKER**

**DECLARATION OF JILLIAN DECKER  
PURSUANT TO 28 U.S.C. § 1746**

I, Jillian Decker, have personal knowledge of the facts below and am competent to testify about them:

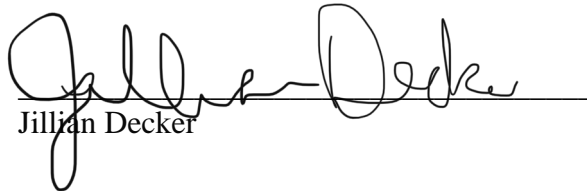
1. I am over 18 years old. I am a resident of Etters, Pennsylvania.
2. In or around the end of November 2018, I first came across Green Stream Lending on the internet when I was searching for a loan. I found the company after searching on Google. I was really excited at the time because the money would help me buy Christmas gifts.
3. I filled out the application on their website. I was asked to provide name, address, place of business, and bank information. Green Stream actually called the place I worked at to verify my information. My bank at the time was M&P bank and I am still with them.
4. After I filled out the application, a representative from Green Stream called me back saying I qualified for a loan for \$250. The representative never gave me any details about the loan other than Green Stream would take out between \$115 every two weeks through my debit card until the loan was paid off (maybe three or four payments). They never said that the payments would only count towards interest and not reduce the loan balance. They also never said anything about the loan automatically renewing.
5. Green Stream never gave me any disclosures in writing about the terms of the loan before I entered into the loan. Also, they never gave me a copy in writing of my signed loan agreement or authorization to debit my bank account.
6. In mid-January 2019, I realized that Green Stream was still withdrawing from my debit card even though I thought I had paid off the loan. On January 11, 2019, Green Stream withdrew \$130.95 from my account. Green Stream also withdrew \$123.99 on January 25 and \$117.04

on February 8<sup>th</sup> of 2019. True and correct copies of my bank account statements (with my personal information redacted) are attached to this declaration as **Attachment A**. I called and talked to a representative who told me that Green Stream only withdraws interest payments and that I still owed the full \$250 on the loan.

7. I tried calling back several times after that but no one ever got back to me. One time when I called in early February, the number was disconnected.
8. On or about February 9, 2019, I filed a complaint with the Better Business Bureau. I also decided to cancel my debit card so I didn't have any issue with them taking money out. I have not heard from Green Stream since.
9. In total, Green Stream withdrew \$718.84 from my bank account for a \$250 loan.

Pursuant to 28 U.S.C. § 1746, I declare under penalty of perjury that the foregoing is true and correct.

Executed this 7 day of April, 2020 in Etters, Pennsylvania.

  
Jillian Decker

# **ATTACHMENT A**

M&T Bank

[REDACTED]

[REDACTED]	STATEMENT PERIOD
	OCT.27-NOV.28,2018

[REDACTED]

ACCOUNT ACTIVITY

POSTING DATE	TRANSACTION DESCRIPTION	DEPOSITS & OTHER CREDITS (+)	WITHDRAWALS & OTHER DEBITS (-)	DAILY BALANCE
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[REDACTED]				
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11/21/2018	GREEN STREAM LEN 88#2967226			
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[REDACTED]				
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M&T Bank

[REDACTED]

[REDACTED]	STATEMENT PERIOD
	OCT.27-NOV.28,2018

[REDACTED]



M&T Bank  
1 of 5

STATEMENT PERIOD  
NOV.29-DEC.28,2018

ACCOUNT ACTIVITY

POSTING DATE	TRANSACTION DESCRIPTION	DEPOSITS & OTHER CREDITS (+)	WITHDRAWALS & OTHER DEBITS (-)	DAILY BALANCE
11/30/2018	GREEN STREAM LEN 8882967226		114.98	

M&T Bank

M&T Bank

STATEMENT PERIOD  
NOV.29-DEC.28,2018

ACCOUNT ACTIVITY

POSTING DATE	TRANSACTION DESCRIPTION	DEPOSITS & OTHER CREDITS (+)	WITHDRAWALS & OTHER DEBITS (-)	DAILY BALANCE
12/14/2018	GREEN STREAM LEN 8852967226		115.00	

M&T Bank

STATEMENT PERIOD  
NOV.29-DEC.28,2018

M&T Bank

STATEMENT PERIOD

NOV.29-DEC.28.2018

ACCOUNT ACTIVITY

POSTING DATE	TRANSACTION DESCRIPTION	DEPOSITS & OTHER CREDITS (+)	WITHDRAWALS & OTHER DEBITS (-)	DAILY BALANCE
12/28/2018	GREEN STREAM LEN 8682967226		11.00	

M&T Bank

M&T Bank  
1 of 4

[REDACTED]

[REDACTED]

STATEMENT PERIOD
DEC.29-JAN.28,2019

[REDACTED]

[REDACTED]

ACCOUNT ACTIVITY

POSTING DATE	TRANSACTION DESCRIPTION	DEPOSITS & OTHER CREDITS (+)	WITHDRAWALS & OTHER DEBITS (-)	DAILY BALANCE
[REDACTED]				
01/11/2019	GREEN STREAM LEN 8882967226			150.98
[REDACTED]				

M&T Bank

[REDACTED]

2 of 4

PAGE 1 OF 4

M&T Bank

[REDACTED]

STATEMENT PERIOD
DEC.29-JAN.28,2019

[REDACTED]

ACCOUNT ACTIVITY

POSTING DATE	TRANSACTION DESCRIPTION	DEPOSITS & OTHER CREDITS (+)	WITHDRAWALS & OTHER DEBITS (-)	DAILY BALANCE
[REDACTED]				
01/25/2019	GREEN STREAM LEN 8882967226		123.00	
[REDACTED]				

[REDACTED]

PAGE 2 OF 4

M&T Bank

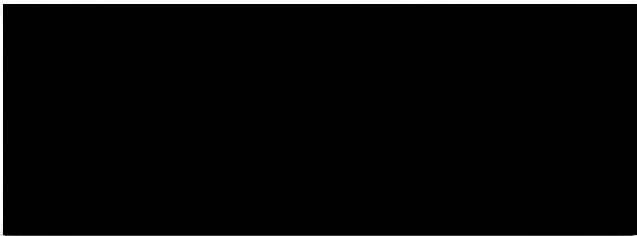
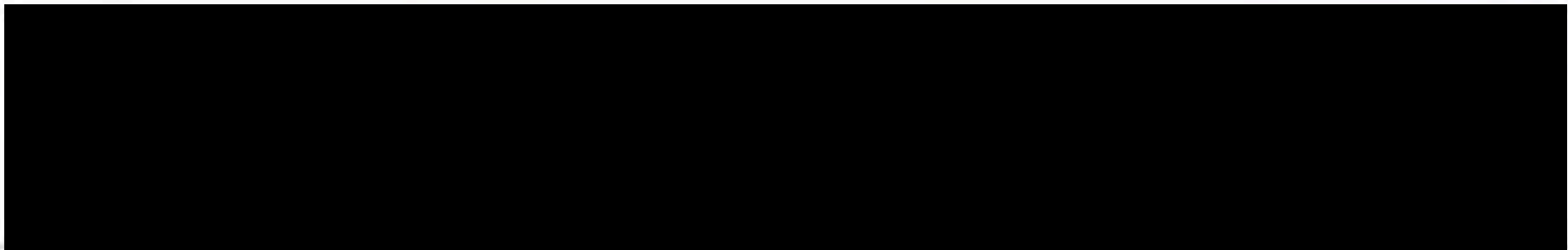
[REDACTED]

STATEMENT PERIOD
DEC.29-JAN.28,2019

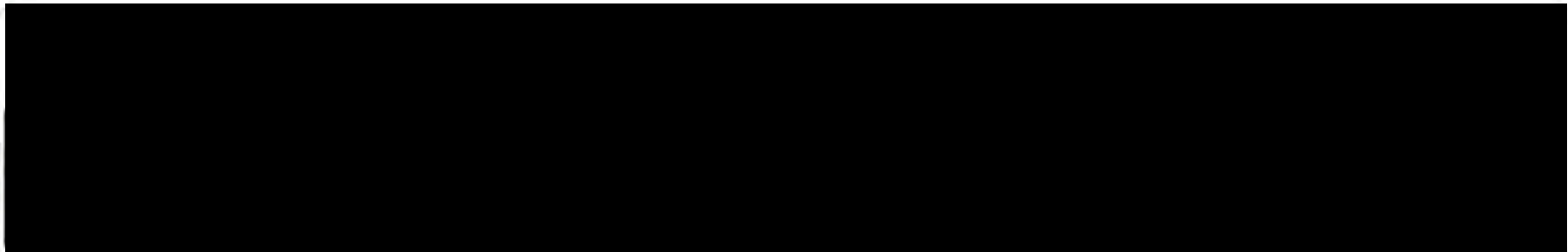
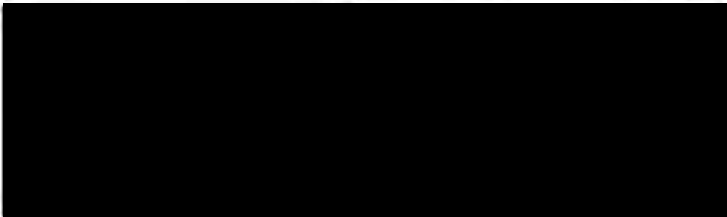
[REDACTED]



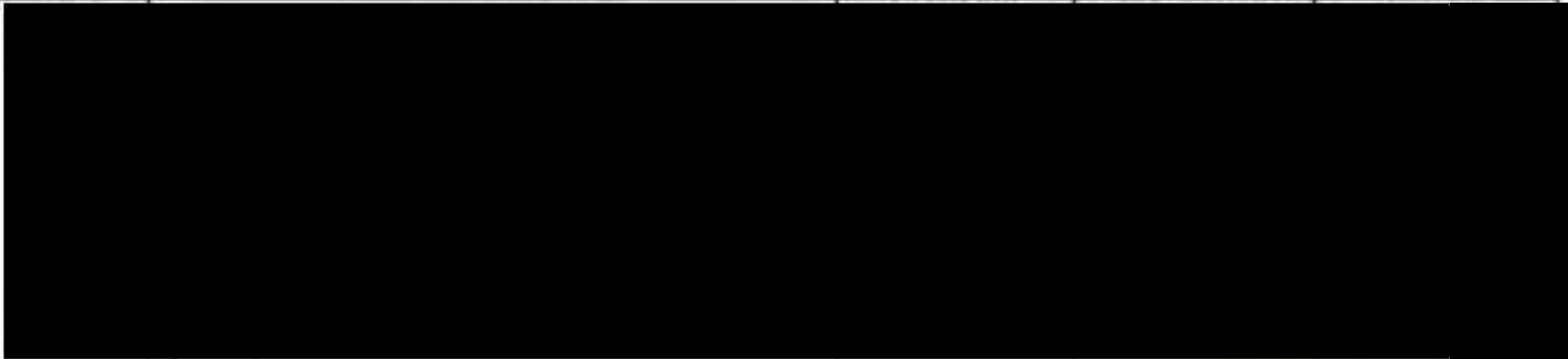
onlinebanking.mtb.com



STATEMENT PERIOD
JAN.29-FEB.28,2019

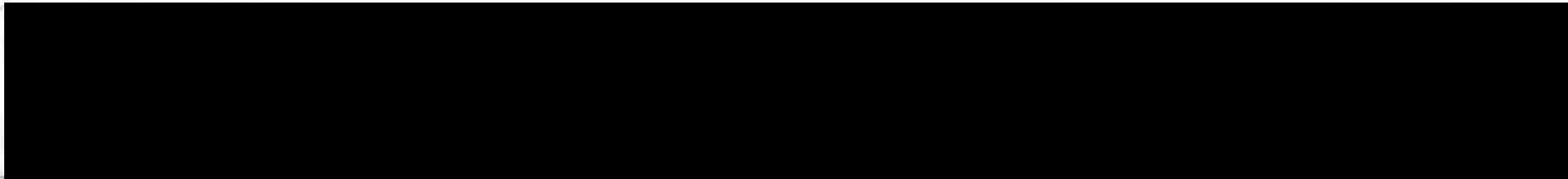


ACCOUNT ACTIVITY

POSTING DATE	TRANSACTION DESCRIPTION	DEPOSITS & OTHER CREDITS (+)	WITHDRAWALS & OTHER DEBITS (-)	DAILY BALANCE
				
02/08/2019	GREEN STREAM LEN 8882967226		STAFF	



M&T Bank



# **EXHIBIT 13**

## **DECLARATION OF KENNETH EISENHUT**



**DECLARATION OF KENNETH EISENHUT  
PURSUANT TO 28 U.S.C. § 1746**

I, Kenneth Eisenhut, have personal knowledge of the facts below and am competent to testify about them:

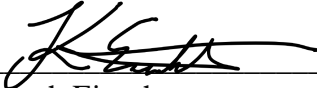
1. I am over 18 years old. I am a resident of Burley, Washington.
2. In or around May 31, 2014, I applied for a \$300 loan from Gentle Breeze through their website. The application asked me to provide my personal information, like my date of birth, social security, personal address, and bank information.
3. Later that day, a representative from Gentle Breeze called me. The representative verified my information and then said I was approved for a \$300 loan. The representative said I could pay off the entire loan at once or make three payments of about \$140. The representative never said that the payments would only count towards interest and not reduce the \$300 balance. They also never said anything about the loan automatically renewing. They also sent me an email with a link to sign electronically the loan agreement.
4. Gentle Breeze never gave me any disclosures in writing about the terms of the loan before I entered into the loan. Also, they never gave me a copy in writing of my signed loan agreement or authorization to debit my bank account.
5. At first, I had no issues as they took \$137.16 on June 13, 2014 and \$139.14 on June 27 and July 11. But then they continued to take \$139.14 on July 25, August 8, and August 22. When I called them, they said the payments they had taken out didn't actually go towards paying off the \$300 but that it was just interest.
6. When they told me this, I consulted with my family and they warned me about these type of loans. I started to do research and found that other people were having similar problems and also found out that Gentle Breeze was going by different entities. I also did research into

Washington law to figure out how much interest they can actually charge me. I emailed them explaining my findings and they replied saying they are part of an Indian tribe and operate outside of US laws.

7. I decided to put a stop to these payments by contacting my bank. Afterwards, I started getting multiple phone calls and emails that said they were going to call the police and take me to court over the money. They threatened to contact my employers and garnish my wages until the loan agreement was paid in full. I believe I was receiving 4 calls a month and about 2-3 emails a month. They also sent my account to a collection agency saying I owed them \$300.
8. They eventually stopped these calls and emails in June or July 2018 after I filed a complaint with the Better Business Bureau and the Washington Attorney General in March 2018.
9. In total, I paid \$832.86 for a \$300 loan.

Pursuant to 28 U.S.C. § 1746, I declare under penalty of perjury that the foregoing is true and correct.

Executed this 7 day of April, 2020 in Burley, Washington.

  
\_\_\_\_\_  
Kenneth Eisenhut

# **EXHIBIT 14**

## **DECLARATION OF MELISSA LEE**

**DECLARATION OF MELISSA LEE  
PURSUANT TO 28 U.S.C. § 1746**

I, Melissa Lee, have personal knowledge of the facts below and am competent to testify about them:

1. I am over 18 years old. I am a resident of Oklahoma City, Oklahoma.
2. In or around March 2018, I found Harvest Moon by searching online for a payday loan. I applied online for a \$100 loan. The application had questions about my income and job. The entire process was online and I signed a loan agreement electronically. I then received an email from them stating I was approved. I believe they also called me to verify that I received my login information and to make sure that my bank account was linked to my loan.
3. After filling out the application and speaking to the representative, I understood that I would have to make 10 payments of \$45.68 to pay back my loan. I understood that these payments would be biweekly and automatic withdrawals from my bank account.
4. Harvest Moon never gave me any disclosures in writing about the terms of the loan before I entered into the loan. Also, they never gave me a copy in writing of my signed loan agreement or authorization to debit my bank account
5. Shortly after I signed the loan agreement, Harvest Moon deposited the \$100 into my account. Two weeks later, they started withdrawing the \$45.68 payments as they described.
6. In or around October 2018, I was looking at my bank statements and realized that Harvest Moon was continuing to withdraw \$45.68 even though I had made all 10 payments I had understood and agreed upon. I attempted to call them several times, but was never able to reach them. The numbers either did not work, or no one would answer.

7. I did some research on how to file a complaint, and I submitted one to the Better Business Bureau. Shortly after filing my complaint, Harvest Moon stopped withdrawing payments from my account.
8. In total, I paid over 13 payments totaling about \$600 for a \$100 loan. Harvest Moon never refunded the overpayment.

Pursuant to 28 U.S.C. § 1746, I declare under penalty of perjury that the foregoing is true and correct.

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 2020 in Oklahoma City, Oklahoma.

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Melissa Lee

# **EXHIBIT 15**

## **DECLARATION OF LISA VERLUYS**

**DECLARATION OF LISA VERSLUYS  
PURSUANT TO 28 U.S.C. § 1746**

I, Lisa Versluys, have personal knowledge of the facts below and am competent to testify about them:

1. I am over 18 years old. I am a resident of Grand Rapids, Michigan.
2. In or around June 2018, I took out a \$300 loan from Harvest Moon. I applied online on their website, and the application consisted of personal questions about my job, income, and bank account information.
3. I received a call from a Harvest Moon representative after I submitted the online application. They called to clarify a few questions about my income. A few days later, I received an email stating that that I was approved.
4. I do not recall whether the representative explained to me the payment system, but I know they did not say one payment. They told me that if I wanted to pay off the loan, I would need to call before a payment was due.
5. After submitting the application and speaking to the Harvest Moon representative, I understood the following about the loan: it was a high interest loan, Harvest Moon would automatically take payments from my bank account every two weeks, and that I had the opportunity to pay off the loan but that I would need to call before the payment was due.
6. Harvest Moon never gave me any disclosures in writing about the terms of the loan before I entered into the loan. Also, they never gave me a copy in writing of my signed loan agreement or authorization to debit my bank account.
7. Harvest Moon deposited the \$300 into my account shortly after I signed the loan agreement. About two weeks later, they withdrew about \$139.14 from my account, and continued to withdraw that amount every two weeks.



8. After a few weeks of these payments but before the next one would be made, I tried to call Harvest Moon to pay off my loan as I was originally told. I made several attempts to call Harvest Moon but I was never able to reach them. Whenever I would call their number, I would get a message that all operators were busy and I could either stay on the line or leave a message. I left several messages, but never received a call back. I also have waited on the line for as long as 20 minutes, and was never able to reach them this way either. Meanwhile, Harvest Moon was continuing to make the withdrawals from my account every two weeks.
9. In addition, I have been unable to log in to my account on Harvest Moon's website.
10. Finally, on or around December 13, 2018, I filed a complaint with the Better Business Bureau. Shortly after filing my complaint, the charges stopped.
11. All told, I made 14 payments of about \$139.14 for a \$300 loan, which totaled \$1947.96.

Pursuant to 28 U.S.C. § 1746, I declare under penalty of perjury that the foregoing is true and correct.

Executed this 26 day of April, 2020 in Grand Rapids, Michigan.

  
\_\_\_\_\_  
Lisa Versluys

# **EXHIBIT 16**

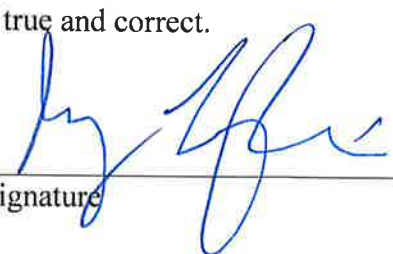
## **DECLARATION OF GREGORY TREMAGLIO**

**DECLARATION OF GREGORY TREMAGLIO**  
**Pursuant to 28 U.S.C. § 1746**

1. I, Gregory Tremaglio, have personal knowledge of the facts set forth below and am competent to testify as follows:
2. I am the Acting Special Agent in Charge of the Financial Crimes Enforcement Network ("FinCEN") for the U.S. Department of the Treasury.
3. All documents required to be filed by the Bank Secrecy Act ("BSA") pursuant to 31 U.S.C. § 5311 *et seq.* are owned and controlled by the U.S. Department of the Treasury, through FinCEN.
4. A United States person who has a financial interest in or signature authority of foreign financial accounts must file a Report of Foreign Bank and Financial Accounts ("FBAR") if the aggregate value of the foreign financial accounts exceeds \$10,000 at any time during the calendar year.
5. A United States person means United States citizens (including minor children); United States residents; entities, including but not limited to, corporations, partnerships, or limited liability companies created or organized in the United States or under the laws of the United States; and trusts or estates formed under the laws of the United States.
6. I am authorized and qualified to certify the authenticity of the FBAR records contained within the secure Bank Secrecy Act E-Filing system maintained by FinCEN and reviewed by the Law Enforcement Support Section.
7. Pursuant to Rule 902(11) and 803(6) of the Federal Rules of Evidence, I hereby certify that the attached documents are originals or true copies of records of regularly conducted activity that:
  - a. were made at or near the time of the occurrence of the matters set forth by, or from information transmitted by, a person with knowledge of those matters;
  - b. were kept by FinCEN in the course of the regularly conducted activity of FinCEN; and
  - c. were made by the regularly conducted activity as a regular practice of FinCEN.

I certify under penalty of perjury that the foregoing is true and correct.

Date: February 20, 2020

  
\_\_\_\_\_  
Signature



CERTIFICATE OF OFFICIAL RECORD

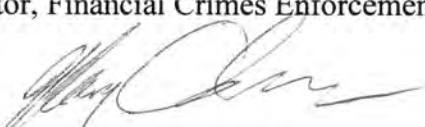
February 18, 2020

I certify that the annexed was searched and retrieved under my supervision or at my direction and are true and complete transcripts of information reported on Treasury Form TD F 90-22.1, Report of Foreign Bank and Financial Accounts (OMB No. 1545-2038), filed by or on behalf of: TAKEHISA NAITO, DOB's: [REDACTED] SSN: [REDACTED], filed between 01/01/2015 and 12/31/2019,

under the custody of this office.

IN WITNESS WHEREOF, I have hereunto set my hand, and caused the seal of this office to be affixed, on the day and year first above written.

By direction of the Secretary of the Treasury:  
Director, Financial Crimes Enforcement Network

By:   
Jeffrey D. Anderson  
Chief  
Law Enforcement Support Section



**FinCEN** | Financial Crimes Enforcement Network  
United States Department of the Treasury

**FBAR Transcript**  
BSA: 31000156103052 and DCN:

BSA: 31000156103052

Filing Information	
Filing Type(s)	Initial Report
Filing Date	10/15/2019
Received Date	10/16/2019
Entry Date	10/17/2019
Report for Calendar Year	2018
Submission Method	Electronic batch filing
Submitted by Authorized Third Party	Yes

Filer Information		
Filer Role	Foreign account filer	
Filer TIN	Identification Type	SSN/ITIN
	Identification Number	[REDACTED]
Type of Filer	Individual	
Filer Last Name or Organization Name	NAITO	
Filer First Name	TAKEHISA	
Filer Date of Birth	[REDACTED]	
Filer Address	Address Type	Foreign account filer address
	Street Address	[REDACTED]
	City	COMMERCE
		COMMERCE - Enhanced
	State	CA
		CA - Enhanced
	ZIP Code	90040
		90040-2460 - Enhanced
	Country	US
		US - Enhanced
Financial Interest in 25 or More Accounts	No	
Signature Authority in 25 or More Accounts	No	

Information on Financial Account(s) Owned Separately	
Account 1 of 3	
Report For Calendar Year	2018
Filer Role	Foreign account filer





**FinCEN** | Financial Crimes Enforcement Network  
United States Department of the Treasury

**FBAR Transcript**  
**BSA: 31000156103052 and DCN:**

BSA: 31000156103052

Information on Financial Account(s) Owned Separately		
Filer TIN	Identification Type	SSN/ITIN
	Identification Number	[REDACTED]
Type of Filer	Individual	
Filer Last Name or Organization Name	NAITO	
Account Type	Bank	
Account Number or Other Designation	[REDACTED]	
Maximum value of Account During Calendar Year Reported	\$45,175	
Name of Financial Institution in which the Account is Held	KANSAI URBAN BANK	
Financial Institution Address	Address Type	Foreign account financial institution address
	Street Address	5-15 TAIYUJI-CHO, KITA-KU,
		5 15 - Enhanced
	Street Address 2	
		15 - Enhanced
	City	OSAKA
		OSAKASHI - Enhanced
	ZIP Code	5300051
		530-0051 - Enhanced
Country	JP	
	JP - Enhanced	
Account 2 of 3		
Report For Calendar Year	2018	
Filer Role	Foreign account filer	
Filer TIN	Identification Type	SSN/ITIN
	Identification Number	[REDACTED]
Type of Filer	Individual	
Filer Last Name or Organization Name	NAITO	
Account Type	Bank	
Account Number or Other Designation	[REDACTED]	
Maximum value of Account During Calendar Year Reported	\$5,202	
Name of Financial Institution in which the Account is Held	KANSAI URBAN BANK	
Financial Institution Address	Address Type	Foreign account financial institution address
	Street Address	5-15 TAIYUJI-CHO, KITA-KU

**Page 2**

The enclosed information was collected and disseminated under provisions of the Bank Secrecy Act (the BSA) and U.S. Department of the Treasury regulations implementing the BSA. See 31 U.S.C. 5311, et seq.; 31 CFR Chapter X. The information is sensitive in nature and is to be treated accordingly. The information may be used only for a purpose consistent with a criminal, tax, or regulatory investigation or proceeding, or in the conduct of intelligence or counterintelligence activities, including analysis, to protect against international terrorism. See 31 U.S.C. 5311. The information cannot be further released, disseminated, disclosed, or transmitted without prior approval of the Director of Financial Crimes Enforcement Network or his authorized delegate. Suspicious activity reports filed under the BSA must be treated with particular care given that they contain unsubstantiated allegations of possible criminal activity, akin to confidential informant tips. Unauthorized release of information collected under the BSA may result in criminal or civil sanctions.



**FinCEN** | Financial Crimes Enforcement Network  
United States Department of the Treasury

**FBAR Transcript**  
BSA: 31000156103052 and DCN:

BSA: 31000156103052

Information on Financial Account(s) Owned Separately		
		5 15 - Enhanced
	Street Address 2	
		15 - Enhanced
	City	OSAKA
		OSAKASHI - Enhanced
	ZIP Code	5300051
		530-0051 - Enhanced
	Country	JP
		JP - Enhanced
Account 3 of 3		
Report For Calendar Year	2018	
Filer Role	Foreign account filer	
Filer TIN	Identification Type	SSN/ITIN
	Identification Number	[REDACTED]
Type of Filer	Individual	
Filer Last Name or Organization Name	NAITO	
Account Type	Bank	
Account Number or Other Designation	[REDACTED]	
Maximum value of Account During Calendar Year Reported	\$8,406	
Name of Financial Institution in which the Account is Held	RISONA BANK	
Financial Institution Address	Address Type	Foreign account financial institution address
	Street Address	Sonezaki 2-16-19, Kita-ku
		SONEZAKI 2-16-19 - Enhanced
	Street Address 2	
		2 - Enhanced
	City	Osaka
		OSAKASHI - Enhanced
	ZIP Code	5300057
		530-0057 - Enhanced
	Country	JP
		JP - Enhanced
Signature		
Signature Date	10/15/2019	





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United States Department of the Treasury

**FBAR Transcript**  
**BSA: 31000156103052 and DCN:**

BSA: 31000156103052

Third Party Preparer Use Only		
Preparer's Last Name	Takahashi CPA	
Preparer's First Name	Edwin	
Preparer's TIN	Identification Type	PTIN
	Identification Number	[REDACTED]
Phone Number	(323) 278-1300	
Preparing Firm's Name	Kiyohara & Takahashi LLP	
Preparing Firm's TIN	Identification Type	EIN
	Identification Number	[REDACTED]
Preparer's Address	Address Type	Third Party Preparer Firm Address
	Street Address	6055 E. Washington Blvd. Ste 690
		6055 E WASHINGTON BLVD STE 690 - Enhanced
	City	Commerce
		COMMERCE - Enhanced
	State	CA
		CA - Enhanced
	ZIP Code	90040
		90040-2460 - Enhanced
Country	US	
	US - Enhanced	



CERTIFICATE OF OFFICIAL RECORD

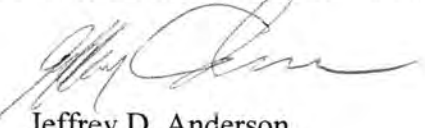
February 18, 2020

I certify that the annexed was searched and retrieved under my supervision or at my direction and are true and complete transcripts of information reported on Treasury Form TD F 90-22.1, Report of Foreign Bank and Financial Accounts (OMB No. 1545-2038), filed by or on behalf of: KEISHI IKEDA, DOB: [REDACTED] SSN: [REDACTED] filed between 01/01/2015 and 12/31/2019,

under the custody of this office.

IN WITNESS WHEREOF, I have hereunto set my hand, and caused the seal of this office to be affixed, on the day and year first above written.

By direction of the Secretary of the Treasury:  
Director, Financial Crimes Enforcement Network

By:   
Jeffrey D. Anderson  
Chief  
Law Enforcement Support Section



**FinCEN** | Financial Crimes Enforcement Network  
United States Department of the Treasury

**FBAR Transcript**  
BSA: 31000145438061 and DCN:

BSA: 31000145438061

Filing Information	
Filing Type(s)	Initial Report
Filing Date	04/15/2019
Received Date	04/15/2019
Entry Date	04/16/2019
Report for Calendar Year	2018
Submission Method	Electronic batch filing
Submitted by Authorized Third Party	Yes

Filer Information		
Filer Role	Foreign account filer	
Filer TIN	Identification Type	SSN/ITIN
	Identification Number	[REDACTED]
Type of Filer	Individual	
Filer Last Name or Organization Name	IKEDA	
Filer First Name	KEISHI	
Filer Date of Birth	[REDACTED]	
Filer Address	Address Type	Foreign account filer address
	Street Address	[REDACTED]
	City	LAS VEGAS
		LAS VEGAS - Enhanced
	State	NV
		NV - Enhanced
	ZIP Code	89148
		89148-1327 - Enhanced
	Country	US
		US - Enhanced
Financial Interest in 25 or More Accounts	No	
Signature Authority in 25 or More Accounts	No	

Information on Financial Account(s) Owned Separately		
Report For Calendar Year	2018	
Filer Role	Foreign account filer	
Filer TIN	Identification Type	SSN/ITIN

## Page 1

The enclosed information was collected and disseminated under provisions of the Bank Secrecy Act (the BSA) and U.S. Department of the Treasury regulations implementing the BSA. See 31 U.S.C. 5311, et seq.; 31 CFR Chapter X. The information is sensitive in nature and is to be treated accordingly. The information may be used only for a purpose consistent with a criminal, tax, or regulatory investigation or proceeding, or in the conduct of intelligence or counterintelligence activities, including analysis, to protect against international terrorism. See 31 U.S.C. 5311. The information cannot be further released, disseminated, disclosed, or transmitted without prior approval of the Director of Financial Crimes Enforcement Network or his authorized delegate. Suspicious activity reports filed under the BSA must be treated with particular care given that they contain unsubstantiated allegations of possible criminal activity, akin to confidential informant tips. Unauthorized release of information collected under the BSA may result in criminal or civil sanctions.





**FinCEN** | Financial Crimes Enforcement Network  
United States Department of the Treasury

**FBAR Transcript**  
**BSA: 31000145438061 and DCN:**

BSA: 31000145438061

Information on Financial Account(s) Owned Separately		
	Identification Number	[REDACTED]
Type of Filer	Individual	
Filer Last Name or Organization Name	IKEDA	
Account Type	Bank	
Account Number or Other Designation	[REDACTED]	
Maximum value of Account During Calendar Year Reported	\$300,000	
Name of Financial Institution in which the Account is Held	THE SENSHU IKEDA BANK LTD	
Financial Institution Address	Address Type	Foreign account financial institution address
	Street Address	8 NAJIOSHINMACHI 8 - Enhanced
	City	NISHINOMIYA-SHI HYOGO NISHINOMIYASHI - Enhanced
	ZIP Code	6691134 669-1134 - Enhanced
	Country	JP JP - Enhanced

Signature	
Signature Date	04/15/2019

Third Party Preparer Use Only		
Preparer's Last Name	Takahashi CPA	
Preparer's First Name	Edwin	
Preparer's TIN	Identification Type	PTIN
	Identification Number	[REDACTED]
Phone Number	(323) 278-1300	
Preparing Firm's Name	Kiyohara & Takahashi LLP	
Preparing Firm's TIN	Identification Type	EIN
	Identification Number	[REDACTED]
Preparer's Address	Address Type	Third Party Preparer Firm Address
	Street Address	6055 E. Washington Blvd. Ste 690 6055 E WASHINGTON BLVD STE 690 - Enhanced
	City	Commerce COMMERCE - Enhanced
	State	CA



**FinCEN** | Financial Crimes Enforcement Network  
United States Department of the Treasury

**FBAR Transcript**  
**BSA: 31000145438061 and DCN:**

**BSA: 31000145438061**

Third Party Preparer Use Only		
		CA - Enhanced
	ZIP Code	90040
		90040-2460 - Enhanced
	Country	US
		US - Enhanced

**Page 3**

The enclosed information was collected and disseminated under provisions of the Bank Secrecy Act (the BSA) and U.S. Department of the Treasury regulations implementing the BSA. See 31 U.S.C. 5311, et seq.; 31 CFR Chapter X. The information is sensitive in nature and is to be treated accordingly. The information may be used only for a purpose consistent with a criminal, tax, or regulatory investigation or proceeding, or in the conduct of intelligence or counterintelligence activities, including analysis, to protect against international terrorism. See 31 U.S.C. 5311. The information cannot be further released, disseminated, disclosed, or transmitted without prior approval of the Director of Financial Crimes Enforcement Network or his authorized delegate. Suspicious activity reports filed under the BSA must be treated with particular care given that they contain unsubstantiated allegations of possible criminal activity, akin to confidential informant tips. Unauthorized release of information collected under the BSA may result in criminal or civil sanctions.

# **EXHIBIT 17**

## **DECLARATION OF JUN YOON**

**DECLARATION OF JUN YOON  
PURSUANT TO 28 U.S.C. § 1746**

I, Jun Yoon, hereby state that I have personal knowledge of the facts set forth below. If called as a witness, I could and would testify as follows:

1. I am a citizen of the United States and am over eighteen (18) years of age. During the summer of 2019, I interned with the Federal Trade Commission (“FTC”).
2. During my internship, I was assigned to work on the FTC’s investigation of Defendants Lead Express, Inc., Camel Coins, Inc., Sea Mirror, Inc., Naito Corp., Kotobuki Marketing, Inc., Ebisu Marketing, Inc., Hotei Marketing, Inc., Daikoku Marketing, Inc., La Posta Tribal Lending Enterprise, Takehisa Naito, and Keishi Ikeda.
3. Over the course of the investigation I conducted telephone interviews with consumers who filed complaints against Defendants.

**Interview with Angelita Moon**

4. On or around July 2019, I interviewed Angelita Moon who is a resident of Honolulu, Hawaii.
5. Ms. Moon stated that on or around the August 2018 she was trying to get a loan because she had a bill that was coming up and the hours at the job she was at was cut short. She wasn’t getting her normal hours.
6. Ms. Moon stated that she was redirected by a third-party website where you try to apply for loans to the Gentle Breeze website. The Gentle Breeze website asked for info such as name, social security number, how much she was being paid, bank account number, bank routing number, and the name of the company she worked for. Her bank at the time was Bank of Hawaii and still is her bank.
7. Ms. Moon stated that the Gentle Breeze website said they could give her a loan for \$100. After inputting her information to the website, someone from Gentle Breeze called her back

the same day but she decided she did not want to borrow from them. Shortly after, Ms. Moon stated that she changed her mind and resubmitted a request with Gentle Breeze because she couldn't get her work to schedule regular hours. She was getting desperate because she needed to make bill payments.

8. Ms. Moon stated someone from Gentle Breeze called her back the very next day. She thought it was the loan officer and she seemed really nice at first. Ms. Moon stated that the telemarketer said she really want to help Ms. Moon out. Ms. Moon said she asked the telemarketer if they could give her \$200 instead of a \$100 loan and the telemarketer asked if she could pay about \$90 every 2 weeks to pay off the loan. Ms. Moon told the telemarketer she could and they agreed on the \$200. Ms. Moon stated that she told them she had two jobs to get her loan amount higher but they kept it at \$200.
9. Ms. Moon stated that Gentle Breeze deposited the funds directly into her account. They sent her a link where she signed the agreement. She did not receive any documentation. She had to log into their website and it was hard to access and navigate. After she submitted her personal information, she did not receive any confirmation.
10. Ms. Moon stated that she thought the Gentle Breeze loan would be similar to another payday loan where they charge a higher initial amount and then gets lower, but they kept charging her \$92 every two weeks. She first noticed sometime in October 2018 when she logged on their website and was confused why there was so much money going out.
11. Ms. Moon stated that she called Gentle Breeze and asked if she could talk to a supervisor. About a day later, a male representative called back and left a message. She stated that the representative's name may have been David. She called back but could not reach him. She



stated that she up called Gentle Breeze about twice a month to try to get a hold of someone but was always unsuccessful.

12. Ms. Moon stated that she finally got in touch with someone and asked why Gentle Breeze was continuing to take \$92 from her account. She stated that Gentle Breeze replied that the \$92 was the interest. She stated that when she tried to explain she thought she would only be making enough payments to pay off the loan, they kept saying no that's not how it works and hung up the phone on her. The last time she spoke with someone, she told them she was currently not working and told them they would be unable to take from her paycheck. She had to email proof to Gentle Breeze. She stated that her bank was charging her for withdrawals when her account balance was low.

13. Ms. Moon stated that she filed a complaint with the BBB in June 2019 and within a week, Gentle Breeze said they weren't going to take out any more. She ended up paying over \$1000 on a \$200 loan. She thought it should have been at most about \$300. She was also charged approximately \$300 in fees by her bank for withdrawals when her account was low.

Pursuant to 28 U.S.C. § 1746, I declare under penalty of perjury that the statements made in this declaration are true and correct.

Executed in New Jersey, on May 4, 2020.



---

Jun Yoon

# **EXHIBIT 18**

## **DECLARATION OF LEA AOUN**

**DECLARATION OF LEA AOUN  
PURSUANT TO 28 U.S.C. § 1746**

I, Lea Aoun, hereby state that I have personal knowledge of the facts set forth below. If called as a witness, I could and would testify as follows:

1. I am a citizen of the United States and am over eighteen (18) years of age. I am a Paralegal Specialist (“Paralegal”) for the Federal Trade Commission (“FTC”). I am currently assigned to the Division of Litigation Technology and Analysis in the FTC’s Bureau of Consumer Protection. My mailing address is 600 Pennsylvania Avenue, NW, Mail Stop CC-9424, Washington, D.C. 20580.
2. I have been a Paralegal with the FTC since August 2019. My responsibilities for the FTC include investigating suspected violations of consumer protection laws, including the FTC Act, the Telemarketing Sales Rule, the Truth in Lending Act, and the Electronic Fund Transfers Act. In the normal course of carrying out my investigative responsibilities, I regularly use Internet search engines, electronic databases, spreadsheet software, and other software-based investigative and organizational tools.
3. I have been assigned to work on the FTC’s investigation of Defendants Lead Express, Inc., Camel Coins, Inc., Sea Mirror, Inc., Naito Corp., Kotobuki Marketing, Inc., Ebisu Marketing, Inc., Hotei Marketing, Inc., Daikoku Marketing, Inc., La Posta Tribal Lending Enterprise, Takehisa Naito, and Keishi Ikeda.
4. Over the course of the investigation I conducted telephone interviews with consumers who filed complaints against Defendants.

**Interview with Malinda Hays**

5. On or around January 27, 2020, I interviewed Malinda Hays of Starke, Florida. Ms. Hays stated that in or around December 2017, she was doing an online search for loans and found

Harvest Moon's website site. She submitted an online application for a \$150 loan. She was asked to provide basic information, such as her name, address, birth date, social security, and an estimate of her credit score. They also asked for her monthly income. She was also asked to provide her bank information on the application and then again over the phone as they wanted to verify her paycheck and when the paychecks were being deposited to her account. Her bank at the time was VyStar Credit Union.

6. Ms. Hays stated that later that day, a female representative from Harvest Moon called her back. The representative asked if she was still interested in the loan and when she said yes, the representative said she needed to call Ms. Hays' bank to verify her information. They did a three-way call to verify this information. Afterwards, the representative said Ms. Hays was approved and that Harvest Moon would deposit \$150 into her bank within 24 hours. The representative also told her that Harvest Moon would take out about \$69 on her next three paydays to pay off the loan. The representative never said that the payments would only count towards interest and not reduce the \$150 balance. The representative also never said anything about the loan automatically renewing.
7. Ms. Hays stated that the representative said that she had to sign the loan agreement within about 20 minutes if she wanted the loan. She had bad cell service at her home and so she had to rush to somewhere with reliable service because she only had 15-20 minutes to sign the document and send it back to them. They emailed the documents that she had to sign and she just added her electronic signature and sent it back via email.
8. Ms. Hays stated that Harvest Moon never gave her any disclosures in writing about the terms of the loan before she entered into the loan. Also, they never gave her a copy in writing of her signed loan agreement or authorization to debit her bank account.

9. Ms. Hays stated that after her loan was funded, she saw that Harvest Moon was taking money from her account as the representative said. She assumed that after the three payments no more payments would be taken.
10. Ms. Hays stated that in or around early December 2018, she was checking her bank account and realized that Harvest Moon had been withdrawing payments from her bank account every two weeks for the past year. The bank looked up her bank records and made calls to verify that it was Harvest Moon taking out the money from her account.
11. Ms. Hays stated that she tried to find a copy of her loan agreement but could not find it. She could not even find the email that Harvest Moon had originally sent her with the unsigned loan agreement.
12. Ms. Hays stated that the bank representative then called Harvest Moon Loans with her present. A Harvest Moon Loans representative claimed that her loan agreement said that she had to call them to pay back the \$150 she borrowed otherwise they would keep taking money out of her account. This is not what she was told in her initial call with Harvest Moon Loans. She was frustrated because the Harvest Moon representatives was not a very nice person (although they did not use offensive or profane language) and they ended up hanging up.
13. Ms. Hays stated that during the call, the Harvest Moon representative said that there could be civil or criminal lawsuits and that they were going to report this to the credit bureau if she did not pay the \$150 she supposedly still owed them.
14. Ms. Hays stated that after the call, the bank representative helped her close her account and open a new bank account. The bank representative decided to also inform the Better Business Bureau and she filed a complaint as well. After closing her bank account, she did not have any additional money being taken from her account. She also did not receive any

further contact from Harvest Moon Loans. Even though she closed her bank account, she has not been sued by Harvest Moon or any other company regarding what she supposedly still owed Harvest Moon, and no one has served her with legal papers or arrested her because of it either.

15. Ms. Hays stated that in total, Harvest Moon took over \$1500 from her bank account for a \$150 loan.

#### **Interview with Eboni Cohran**

16. On or around October 31, 2019 and November 22, 2019, I interviewed Eboni Cohran. Ms. Cohran later submitted a signed declaration to the FTC (filed herewith) describing her interaction with Defendants. Around the time of my interviews, Ms. Cohran emailed me a copy of her bank statements showing the various withdrawals made by Gentle Breeze. True and correct copies of Ms. Cohran's bank statements (with personal identifying information redacted) are attached to this declaration as **Attachment A**.

#### **Interview with Shelita Williams**

17. On or around December 9, 2019, I interviewed Shelita Williams of Kansas City, Kansas. Ms. Williams stated that she applied online for a \$250 loan from Harvest Moon in or around June 2019. After submitting an application, she spoke with a representative. The representative approved her for the loan and provided her with log in information for her to sign electronically a loan agreement. She stated that Harvest Moon sent her an email with instructions on how to sign the loan agreement. Ms. Williams later forwarded a copy of that email to me. A true and correct copy of the email that Harvest Moon sent to Ms. Williams (with personal identifying information redacted) is attached to this declaration as **Attachment B**.

18. She stated that Harvest Moon never provided her with any disclosures in writing about the terms of the loan before she entered into the loan. She also stated that Harvest Moon never gave her a copy in writing of her signed loan agreement or authorization to debit her bank account.
19. Ms. Williams stated that there were payment discrepancies with how she had instructed Harvest Moon to pay back her loan. She stated that she tried repeatedly to contact Harvest Moon but every time she called they would put her on hold or just hang up.

**Interview with Alan Watson**

20. On or around December 4, 2019, I interviewed Alan Watson of Redding, California.
21. Mr. Watson stated that he took out a loan of \$150 with Harvest Moon Loans. The telemarketer told him that he would be making about 4 payments to pay off the loan.
22. Mr. Watson stated that when he took out the loan, Harvest Moon never gave him a copy in writing of his signed loan agreement. Instead, when he applied for the loan, Harvest Moon sent him a link to sign in to electronically sign the loan agreement.
23. Mr. Watson stated that he tried to call them several times to figure out why they were taking out more than they said. Most of the times he called them, he was placed on hold indefinitely or was unable to reach them.
24. Mr. Watson stated that he filed a complaint against Harvest Moon on or about October 7, 2019. They stopped withdrawing payments after that.
25. Mr. Watson stated that in total, Harvest Moon took out a total of about \$600 for his \$150 loan.

**Interview with Erik DeJong**

26. On or around December 11, 2019, I interviewed Erik DeJong of Houston, Texas.

27. Mr. DeJong stated that on or about March 2014, he took out a \$350 loan with Gentle Breeze. He found them by searching for a payday loan on Google. He applied on their website for a \$350 and they then called him to finish the application. They asked for personal information such as social security number, date of birth, his address, income, and pay frequency.
28. Mr. DeJong stated that during the call, the representative gave him a log-on and password to look at the terms of the loan and the contract through the company's portal. He remembered seeing a disclosure box on the contract. It listed the interest rate and finance charge. He recalled that the finance charge would be around \$150 and that the interest rate was very high—maybe 500% or 600%. He electronically signed the contract. He also completed an ACH form on their website and initialed that as well. Gentle Breeze never gave him a copy in writing of his signed loan agreement or authorization to debit his bank account.
29. Mr. DeJong stated that he understood that he had to call the Gentle Breeze about 2 or 3 days ahead of the next payment due date to pay off his loan. The full amount due would be the loan amount (\$350) plus the finance charge (about \$150).
30. Mr. DeJong stated that he called Gentle Breeze several times to pay off his loan, but he was never able to reach them. He left them multiple voice-mail messages of his aim to pay off his loan immediately. However, no one returned his messages. He also mailed a letter to their address in California, but it was returned as undeliverable. All this time, Gentle Breeze kept withdrawing \$150 from his account.
31. Mr. DeJong stated that this went on for about four months, and Gentle Breeze took out over \$1,200 from his account. Eventually, after many unsuccessful attempts to reach Gentle Breeze to pay off his loan, in or around July 2014, he called his bank and got them to stop allowing the withdrawals.



32. Mr. DeJong stated that about 4 years later, in or around July 2018, he was checking his credit report and it listed that he owed Gentle Breeze money. He also received calls and letters in the mail from a debt collections agency that year. He did not recall the name of the collections agency. On or about August 13, 2018, he then filed a complaint with the Better Business Bureau. A few months after that, he rechecked his credit report and saw that the debt had been removed.

### **Interview with George Nash**

33. On or around December 12, 2019, I interviewed George Nash of Zion, Illinois.

34. Mr. Nash stated that in or about January 2019, he took out a loan for \$150 with Green Stream Lending. He needed extra spending money for his trip to Florida. He had previously taken out a loan through AmeriCash, and then received an email from Green Stream. He believed that was how he found out about them.

35. Mr. Nash stated that he called the number that was listed in the email he received. He spoke with a Green Stream representative and he then submitted his own application online.

36. Mr. Nash stated that the representative explained to him that there were two options for paying off the loan: pay the loan and interest fee in full or finance the loan for 3 payments. He told the representative he wanted to do one payment, which meant he would pay the loan and interest fee in full when it was due, and the representative said she would note that. He then got a phone call and email that he was approved.

37. Mr. Nash stated that Green Stream never gave him a copy in writing of his signed loan agreement.

38. Mr. Nash stated that about a month and a half later, he received an email from from Green Stream. They were telling him to call them to confirm some information. Each time he

called and entered the extension provided in the email, he was never able to reach them. The extensions were not valid. He called them multiple times over the next several months, but never was able to speak with anyone at Green Stream.

39. Mr. Nash stated that he was charged \$69.57 twice a month (over \$970) from early February until he filed his complaint with the Better Business Bureau in or around September 20, 2019. A Green Stream representative called him and gave him a partial refund. Shortly after filing his complaint, the charges stopped.

#### **Interview with Bennie Weems**

40. Mr. Weems learned about Green Stream Lending through the internet. He submitted an online application on their website for a \$150 loan. He provided personal information such as his income and account number.
41. A few days later, he received an email stating that he was approved. This email was the only communication Mr. Weems received from the company. The email contained instructions for how to log on to Green Stream's website and electronically sign a loan agreement, which he did.
42. Mr. Weems understood that his loan would be paid off in one payment. He understood this based on the information listed on his loan agreement. He believes his agreement also included the interest rate and the number of payments, which it listed as one payment.
43. Green Stream never gave him a copy in writing of his signed loan agreement. Instead, he downloaded it and saved it on his own.
44. Instead of withdrawing one payment as agreed, Green Stream deposited \$150 and then withdrew about \$70-80 every 2 weeks on 3 different dates. Mr. Weems tried calling them and emailing them to have them stop these payments, but he was never able to reach them.

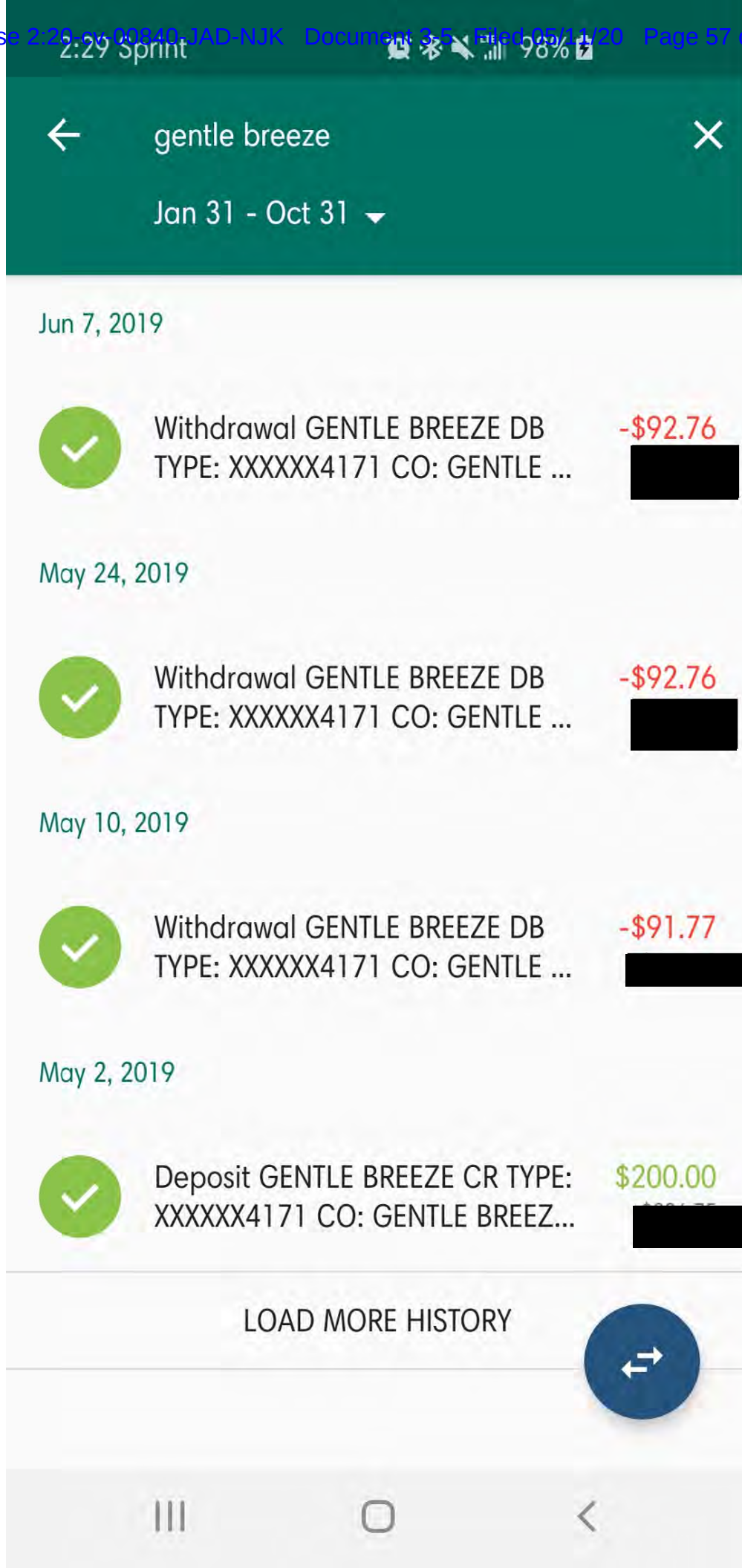
45. He then went to his bank and told them to stop these payments. He showed the bank his loan agreement, which stated that his loan would be paid off in one payment. In total, Green Stream Lending took about \$210-240 from his bank account for a \$150 loan. He also never received a refund from them.

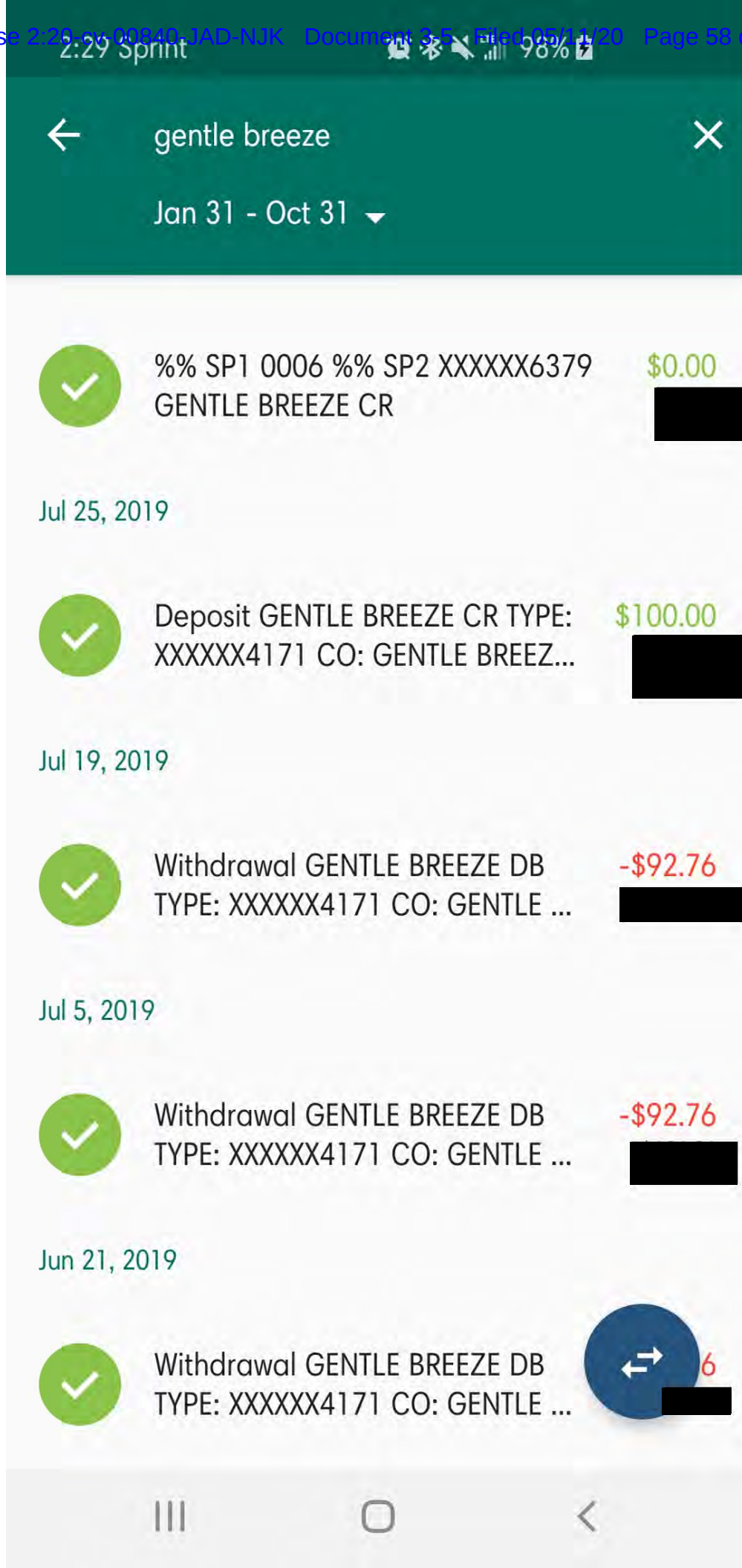
Pursuant to 28 U.S.C. § 1746, I declare under penalty of perjury that the statements made in this declaration are true and correct.

Executed in Washington, D.C., on May 6<sup>th</sup>, 2020.

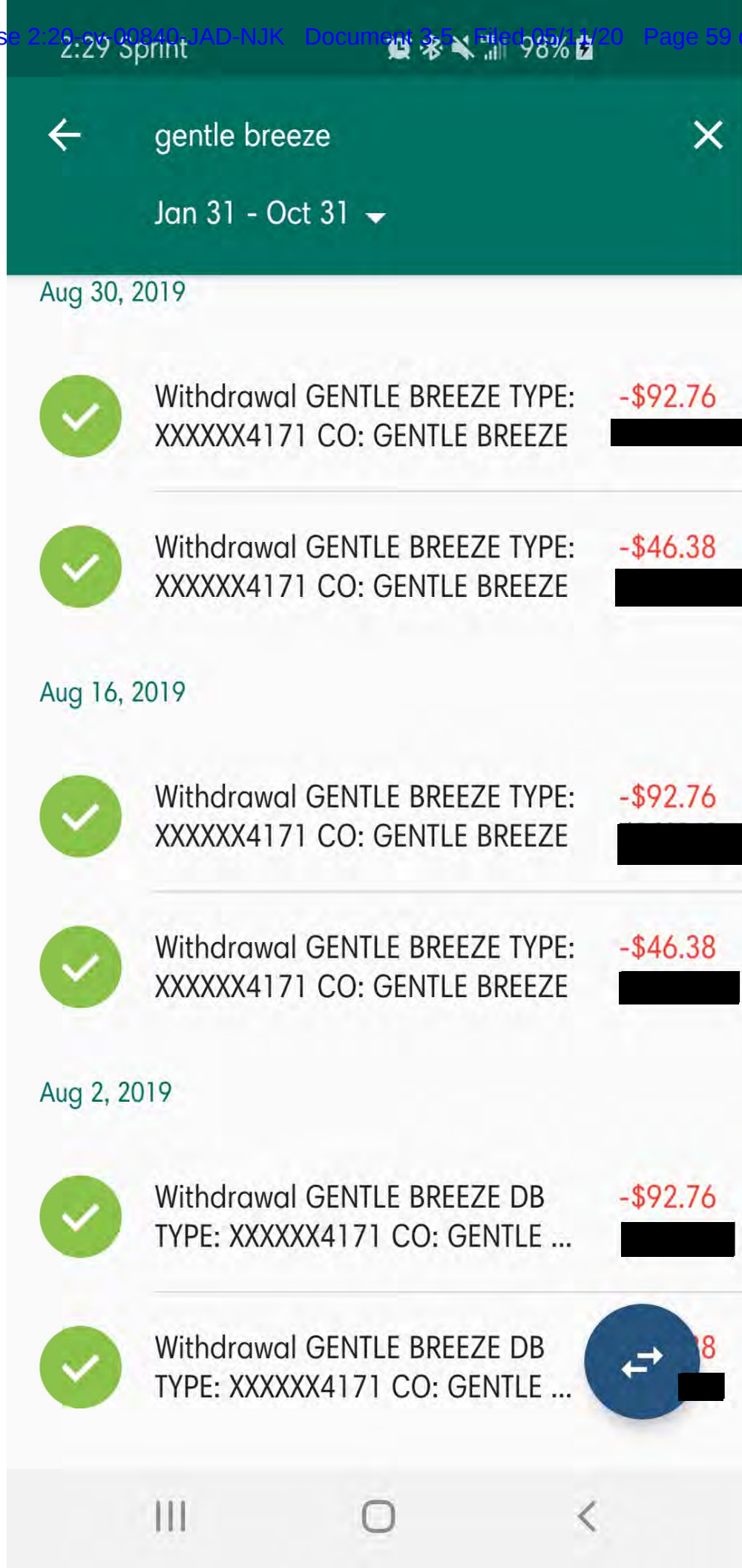
  
\_\_\_\_\_  
Lea Aoun

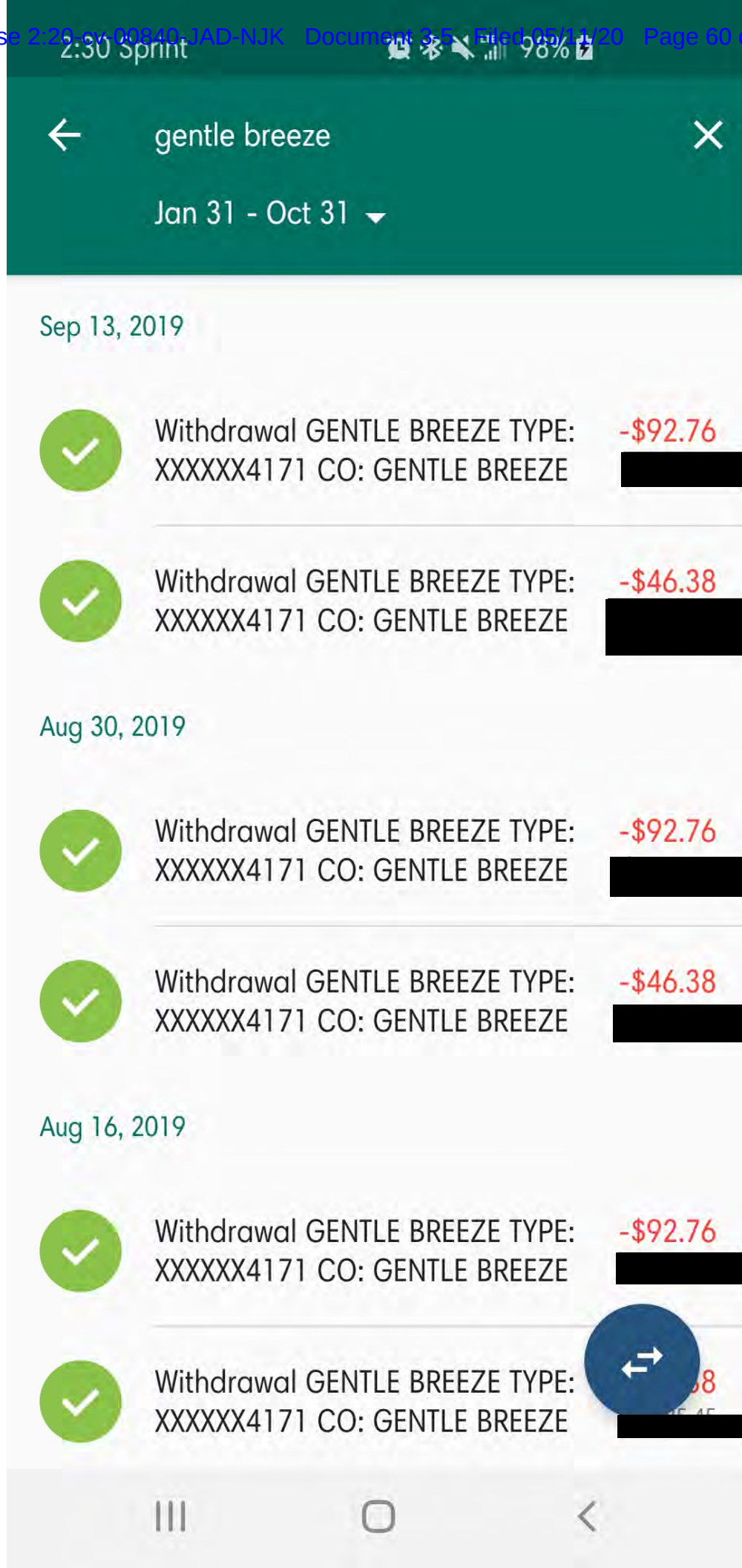
# **ATTACHMENT A**











# **ATTACHMENT B**

From: [Shelita Williams](#)  
To: [Aoun, Lea](#)  
Subject: Fwd: esign steps  
Date: Monday, December 9, 2019 3:57:54 PM

---

----- Forwarded message -----

From: **HARVEST MOON LOANS** <[harvestmoonloans2018@gmail.com](mailto:harvestmoonloans2018@gmail.com)>  
Date: Wed, Jun 12, 2019 at 10:57 AM  
Subject: esign steps  
To: <[REDACTED]>

E SIGN STEPS TEMPLATE 2/1

CLICK ON SETTINGS  
CLICK ON ACCESSIBILITY  
CLICK ON TEXT SCALING  
SCROLL DOWN TO 50%.  
GO BACK TO GOOGLE CHROME THEN PROCEED TO:  
<http://www.harvestmoonloans.com/>

E-SIGN STEPS:

1. Go to  
<http://www.hmlogin.com/>
2. Click on login
3. Sign in with the email address that you provided on the application in UPPERCASE letters and your password will be your first name in all lowercase letters
4. Click on the yellow \$ E-Sign on the right hand side
5. Scroll down on the main page not the middle box and make sure you're scrolling on the right page please.
6. Under military disclosures click "I am not a regular or reserved"
7. Click I have read and accept next to the red Arrow
8. Finally go ahead and write your first and last name in the light blue boxes and click I accept

You can contact me at 888-218-7437 Ext.\_\_\_\_61197\_\_

KADEISHA

Employee # 1970